

Terms & Conditions

These are the terms and conditions on which we supply services to you. Organization of Entrepreneurial Artists LLC ("OEA"), the owner of thecreativewarehouse.com ("TCW") provides an online platform (the "Marketplace") where the seller of the artwork (the "seller" or "consignor") offers artwork to you for sale. You buy the artwork from the seller via the Marketplace.

Please read these terms and conditions (the "terms") carefully before you submit any order for artwork to the seller via the Marketplace. Please use the 'contact us' link if you think that there is a mistake in these terms or they require any changes.

We may revise these terms from time to time and we will give you notice of this when we do so by stating that these terms have been amended and updating the relevant date.

USER ACCEPTANCE

Organization of Entrepreneurial Artists LLC ("OEA"), and its website thecreativewarehouse.com ("TCW" or the "Website") grants permission to you to use the Website subject to the following Terms and Conditions, which may be updated by us on a regular basis and without notice. These Terms and Conditions constitute a binding agreement between OEA and you governing your use of the Website. By using and/or visiting the Website, you agree to both these Terms and Conditions and to the Privacy Policy (the "Privacy Policy"), which can be found on the TCW website homepage for review.

Before you may use or create an account on the Website, you must read and accept all of the Terms and Conditions and Privacy Policy. As you read this Agreement, you should also access and read any linked information. You are only authorized to use the Website if you agree to abide by all applicable laws and these Terms and Conditions. If you do not agree to these Terms and Conditions, please do not use the Website or any of OEA's associated properties.

DEFINITIONS

"Art Submissions" means images of artwork submitted by the Seller to TCW for display on the TCW website.

"Content" means information, data, software, audio, music, sound, photographs, graphics, video, chat, messages, files, ideas, text, Art Submissions and any other material contributed by Users to the Website.

"Seller" means the seller of artwork via the Website having signed the Seller Terms.

"User", "you" means Sellers and any users of the Website who contribute Content to the Website.

WEBSITE ACCESS

OEA grants you permission to use the Website as set forth in these Terms and Conditions, so long as: (i) you will not copy or distribute any part of the Website in any medium without TCW's prior written approval; (ii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose (iii) you agree to the Terms and Conditions as set forth in this document, and (iv) your use of the Website as permitted is solely for your own personal use or on behalf of the Seller.

In order to access some features of the Website, you will have to create an account. You are not allowed to use another user's account without permission. When creating your account and user profile you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You may change your password at any time by updating your account profile page. In addition, you agree to immediately notify TCW of any unauthorized use of your password or account or any other breach of security. TCW cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

By registering with the Website, you represent that you are of legal age to form a binding contract and are not a person barred by any laws from using the Website. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration form. If any of your information changes, you agree to update your registration information as soon as possible. If TCW suspects that your registration information is not complete, current, or accurate, or that you have otherwise violated these Terms and Conditions, your account may be subject to suspension or termination, and you may be barred from using the Website.

You agree not to use or launch any automated system, including without limitation, robots, spiders, scrapers or similar technological devices or programs, that access the Website in a manner that sends more request messages to the TCW servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, TCW grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. TCW reserves the right to revoke these exceptions either generally or in specific cases, in its sole discretion.

You agree not to collect or use any personally identifiable information ("Personal Information") including without limitation account names, email addresses, or other User Submissions (as defined below), from the Website, nor use the communication systems provided by the Website for any commercial solicitation purposes, including without limitation to solicit, for commercial purposes, any users of the Website.

THE WEBSITE

These Terms and Conditions apply to all Users of the Website, including Sellers. The Website may contain links to third-party websites that are not owned or controlled by TCW. TCW has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. By using the Website, you specifically release TCW from any and all liability arising from your use of any third-party website.

USER CONTENT & ARTIST SUBMISSIONS

Sellers are responsible for providing Art Submissions to TCW and TCW reserves the right at its discretion to select the Art Submissions for display on the Website.

The ideas, suggestions, opinions, comments, and observations made by Users and any other Content posted by Users on the Website are not endorsed by TCW, and TCW makes no guarantee regarding the reliability, accuracy, or quality of any Content that is posted on the Website.

Sellers providing Art Submissions warrant that the Art Submissions provided meet these Terms & Conditions, and that they are liable to TCW and indemnify TCW for any breach of that warranty. This means Sellers will be responsible for any and all loss or damage TCW suffers as a result of breaching this warranty.

You acknowledge that you will evaluate and bear any risks related to your use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. All Content posted to the Website by Users is the sole responsibility of the person who originally posted the Content, and your sole recourse for any damage you may suffer as a result of this Content shall be to such individual.

TCW requires all Sellers to agree to the Seller Terms and these Terms and Conditions when submitting Art Submissions to TCW. While TCW makes reasonable endeavors to validate the legitimacy of all Art Submissions before showcasing and selling work on the site, the Seller providing the Art Submissions, is ultimately responsible for the accuracy of the Art Submissions, and your recourse for any damage you may suffer as a result of such reliance on the Art Submissions is to the Seller.

INTELLECTUAL PROPERTY RIGHTS

The Content on the Website, including any Art Submissions, created and posted by TCW and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to TCW, subject to copyright and other intellectual property rights under the United States and foreign laws and international conventions. Content and Art Submissions on the Website are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of TCW or as expressly provided herein. TCW reserves all rights not expressly granted in and to the Website, the Content and Art Submissions contained therein.

You agree to not engage in the use, copying, or distribution of any of the Content or Art Submissions other than expressly permitted herein, obtained through the Website for any commercial purposes. You agree not to download or print a copy of any Art Submissions for personal or commercial use. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or Art Submissions or enforce limitations on use of the Website or the Content and Art Submissions therein.

Any Content you upload to the Website or Art Submission submitted to TCW will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your Content and the Art Submissions, but you are required to grant us a limited license to use, store and copy the Content and Art Submissions and to distribute and make it available to third parties for the purposes of listing and promoting the artwork.

We also have the right to disclose your identity to any third party who is claiming that any Content posted by you or Art Submissions provided to TCW constitutes a violation of their intellectual property rights, or of their right to privacy.

COPYRIGHT INFRINGEMENT

TCW requires Users and Sellers to respect and honor all copyright laws. In your use of and interactions with the Website, you may not post, modify, distribute, or reproduce in any way any Content, including any Art Submissions, that is copyrighted material belonging to others, without obtaining their prior written consent. TCW reserves the right to remove any Content and/or Art Submissions if we believe it may infringe the copyright rights of others. TCW also holds the right to terminate the accounts of users who we believe to be infringing any copyright laws or these Terms and Conditions.

If you believe that your work has been copied or posted on the Website in a way that constitutes copyright infringement, you will need to send a written communication that includes substantially the following:

1. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit TCW to locate the material. Providing URLs in the body of an email is the best way to help us locate content quickly.
3. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
4. Your contact details.

TCW will then do an initial investigation into the claim and contact you as soon as possible to request additional information and inform you of action to be taken.

TERMINATION

TCW may, under certain circumstances and without prior notice, immediately terminate your account and access to the Website and any other TCW services. Cause for such termination shall include, but not be limited to: (a) breaches or violations of these Terms and Conditions or any other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Website (or any part thereof); (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; (g) engagement by you in fraudulent or illegal activities; and/or (h) nonpayment of any fees owed by you in connection with the Website or any other TCW service. Termination of your account and access to the Website includes: (a) removal of access to some or all pages within the Website; (b) deletion of your password and all related information, files and materials, including Content and Art Submissions associated with or inside your account (or any part thereof); and (c) barring of further use of the Website. Further, you agree that all terminations for cause shall be made in TCW's sole discretion and that TCW shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Website.

MODIFICATIONS TO THE WEBSITE

TCW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. TCW shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Website.

WARRANTY DISCLAIMER

You agree that your use of the Website shall be at your sole risk. To the fullest extent permitted by law, TCW, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of TCW, disclaim all warranties, express or implied, in connection with the Website and your use thereof. TCW makes no warranties or representations about the accuracy or completeness of the Website's Content or the content of any sites linked to

this site and assumes no liability or responsibility for any (I) errors, mistakes, or inaccuracies of Content, (II) Personal injury or property damage, of any nature whatsoever, resulting from your access and use of the Website, (III) Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (IV) Any interruption or cessation of transmission to or from the Website, (V) Any bugs, viruses, trojan horses, or the like which may be transmitted to/through our Website by any third party, and/or (VI) Any errors or omissions in any Content or Art Submissions or for any loss or damage of any kind incurred as a result of the use of any Content or Art Submissions posted, emailed, transmitted, or otherwise made available via the Website. TCW does not warrant, endorse, guarantee or assume responsibility for any hyperlinked website or other promotion, and TCW will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. No advice or information, whether oral or written, obtained by you from TCW or through or from the service or the Website shall create any warranty not expressly stated in these Terms and Conditions. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

LIMITATION OF LIABILITY

In no event shall TCW, or any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of TCW, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (I) errors, mistakes, or inaccuracies of Content, (II) Personal injury or property damage, of any nature whatsoever, resulting from your access and use of the Website, (III) Any unauthorized access to or use of our secure servers and/or any and all personal information stored therein, (IV) Any interruption or cessation of transmission to or from the Website, (V) Any bugs, viruses, trojan horses, or the like which may be transmitted to/through our Website by any third party, and/or (VI) Any errors or omissions in any Content or Art Submissions or for any loss or damage of any kind incurred as a result of the use of any Content or Art Submissions posted, emailed, transmitted, or otherwise made available via the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that TCW shall not be liable for any Content, any Art Submissions or copyright violation by a user of the TCW Website or for any defamatory, offensive or illegal conduct of any third party, and that the risk of harm or damage from the foregoing rests entirely with you.

The Website is controlled and offered by TCW from its facilities in the United States. TCW makes no representations that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

INDEMNITY

You agree to defend, indemnify and hold harmless TCW, and any parent, subsidiary, affiliate, director, officer, employee, licensor, distributor, supplier, agent, reseller, owner, or operator of TCW, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms and Conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any of your Content or Art Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and Conditions and your use of the Website.

ABILITY TO ACCEPT TERMS & CONDITIONS

You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions. The Website is not intended for children under 18. If you are under 18 years of age, then please do not use the Website.

ASSIGNMENT

These Terms and Conditions, and any rights and licenses granted hereunder, may not be assigned, transferred, delegated, and sublicensed by you, but may be assigned, transferred, delegated, and sublicensed by TCW without restriction.

COPYRIGHT NOTICE

The Website is All Rights Reserved and no portion of the Website may be copied, reproduced, transmitted, derived, or otherwise used for any purpose without the prior written permission of TCW.

TRADEMARKS

All of the TCW and Website trademarks are owned by OEA and may not be used for any purpose without the prior written permission of OEA.

GENERAL

If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and TCW's failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. TCW reserves the right to amend these Terms and Conditions at any time in its sole discretion and without prior notice, which shall take effect upon posting to the Website. It is your responsibility to review these Terms and Conditions for any changes. Your use of the Website following any amendment of these Terms and Conditions will signify your assent to and acceptance of its revised terms. You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

VIOLATIONS OF THESE TERMS & CONDITIONS

Please use the 'contact us' link to report any violations of the Terms and Conditions, including objectionable Art Submissions, Content, or behavior. Please state the reasons for your concern and provide a link to the Art Submissions or Content or, if appropriate, the behavior in question. TCW will investigate the matter and will determine at its sole directive whether or not to remove the material or take actions against the user reported.

HOW BUYING THROUGH TCW WORKS

TCW is an online marketplace that allows artists, collectors, dealers and galleries to offer and sell works of art.

The Marketplace lists artwork for sale in both the primary and secondary art markets. Unless specifically referenced, these terms and conditions apply to both primary and secondary sales.

TCW is an intermediary in the transaction between buyers and sellers. When you purchase artwork offered by a seller on the Marketplace, the contract for the sale of the artwork is concluded directly between you and the seller. It is the responsibility of the seller to perform its obligations under the terms of any contract created with you when you purchase artwork on the Marketplace.

To purchase artwork via the Marketplace, you must either create an account or input the personal and contact details that we request from you before you are allowed to contact the seller. You can find details of how we use your personal information in our privacy policy.

You may only purchase artwork from the Marketplace if you are at least 18 years old.

Except as otherwise expressly provided in these terms, we are not the agent, intermediary or other representative of the seller. We are not a fiduciary or trustee of the seller. We are not your agent for any purpose.

TCW reserves the right to refuse, modify, or terminate all or part of the services we offer to anyone for any reason at our discretion.

THE ARTWORK

The images of the artwork on the website are for illustrative purposes only. Although we have made every effort to display the colors accurately, we cannot guarantee that a device's display of the colors accurately reflects the color of the artwork. Although we have made every effort to be as accurate as possible, given the bespoke, handcrafted nature of much of the artwork sold on the website, the exact size of artwork may differ from piece to piece and from the official sizes, weights, capacities, dimensions and measurements indicated on our website. These images are published for the sole purpose of giving you an idea of what the artwork looks like and they shall not form part of the contract or have any contractual force.

TCW has a policy of continuous product development with the artists and consignors we work with and reserves the right to amend the specifications of any artwork without prior notice when the sale is on the primary marketplace.

The packaging of the artwork may vary from that shown in images on our website.

If services such as framing or taking a bespoke commission are being offered via the Marketplace and this means instructing the seller to make the artwork or its packaging to measurements you have provided then you are responsible for ensuring that these measurements are correct.

IF THERE IS A PROBLEM WITH THE ARTWORK

TCW is not held responsible for any issues with the artwork. The buyer is responsible for resolving problems with the artwork directly with the seller.

LIMITATION OF LIABILITY - RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

TCW is not responsible for loss or damage you suffer for any purchases via the Marketplace. It is the seller's responsibility for loss or damage to you limited to the amount you paid for the artwork via the Marketplace.